



***Report to the  
Auburn Urban  
Development Authority***

Action Item **3**  
Agenda Item No.

*[Signature]*  
City Manager Approval

**To:** Mayor and City Council Members  
**From:** Jack Warren, Director of Public Works/City Engineer  
 Bernie Schroeder, Engineering Division Manager *[Signature]*  
**Date:** November 23, 2009  
**Subject:** Amendment to Foothill's Agreement for Streetscape Phase 1 Project

**The Issue**

Shall the Authority authorize Addendum No. 7 to the Foothills Associate Agreement for the Streetscape Phase I Construction Review and Administration Services?

**Conclusion and Recommendation**

Staff recommends that the Board, by **RESOLUTION**, authorize the Executive Director to execute Addendum No. 7 to the consultant agreement with Foothill Associates for Construction Review and Administrative Services for the Auburn Urban Development Authority's Streetscape Project Phase 1 described in Exhibit A.

**Background**

In December 2007, the Authority authorized an agreement with Foothills Associates to prepare construction documents. As Phase I of the Streetscape Project has moved forward the need for additional scope of the project has developed. In July 2008 Foothill Associates was awarded Amendment 3 and 4 by AUDA. Amendment No. 3 is a contract for identification of locating existing utilities (potholing) and the impact they have on the proposed streetscape project and Addendum No. 4 is a review and survey of Placer County Water Agency's current pipelines and service laterals in the area of design and designing the relocation of the existing waterline in the Phase I area. Amendment No. 4 is a reimbursable contract from Placer County Water Agency. There was a proposed Amendment No. 5 that was not executed as the proposed work was completed by City Staff. Amendment No. 6 was approved by the AUDA in June 2009 for professional services related directly to the final bidding phase and the construction phase of the project. Specifically, it includes effort for responding to contractors' questions at bid time and preparation of addendum of the plans and specifications, pre-construction meetings and review of design and material submittals.

The proposed Amendment No. 7 is for continued support during the construction phase of the project, for as-built drawings and other necessary project management related services. During construction, there has been several design alterations that required the design teams impute such as incorporating banner poles into the project, addressing conditions unknown prior to construction and conforming to the existing buildings. Details are providing in the attached Addendum 7.

Foothill and Associates has been extremely responsive to the City's needs and attends weekly construction meetings to keep abreast of the project.

**Alternatives Available to Council; Implications of Alternatives**

1. Accept Staff Recommendations
2. Take no action.
3. Modify the scope of work

**Fiscal Impact**

The cost for Addendum No. 7 is an hourly rate not to exceed \$34,621. The AUDA budget proposal incorporates the Streetscape Project.

Attachment: Addendum No. 7  
Resolution

 **FOOTHILL ASSOCIATES**

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**SCOPE OF WORK - Not To Exceed****OCTOBER 29, 2009****CLIENT:****Robert Richardson****WITH:****City of Auburn****FROM: Kate Kirsh****PROJECT: Auburn UDA Streetscape Phase 1 Construction Documents (Addendum No. 7)**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>One:</b>	<b>Landscape Construction Administration Assistance</b> Foothill Associates will continue to provide construction administration assistance including attendance at weekly construction meetings, review of product submittals, clarifications of the plans in response to contractor requests for information, and coordination with City staff as needed to ensure successful completion of the project. This scope assumes an average of 7 hours of staff time per week split between construction administration and project management.  The construction administration scope has expanded beyond what was originally anticipated, thereby necessitating this addendum. Additional tasks performed by Foothill Associates to date include preparation of the telephone book graphic, addition of planting around the Wells Fargo building, changes to planting plans, an additional PG&E coordination meeting, revisiting paver and logo design, and construction administration and project management to supplement City staff.	<b>\$10,608</b>
<b>Two:</b>	<b>PCWA Civil Construction Administration</b> BEN EN will continue to work with the Contractor, City, and PCWA to coordinate and schedule work provide engineering response to Contractor Requests for Information (RFIs) as construction proceeds up to a maximum of four (4) RFIs.	<b>\$6,322</b>
<b>Three:</b>	<b>Traffic Engineering Construction Administration</b> Fehr and Peers will provide construction administration support including review of traffic signal installation.	<b>\$1,320</b>
<b>Four:</b>	<b>Electrical Engineering Surface Improvements Construction Administration</b> Ken Rubitsky and Associates Electrical Engineers (KRA) will provide construction administration support and as-built drawings. Thus far KRA has provided additional services including assisting with changes to building lighting and banner pole design.	<b>\$ 540</b>
<b>Five:</b>	<b>Structural Engineering Construction Support</b> VE Solutions will provide additional structural engineering analysis and design for banner pole footings.	<b>\$2,750</b>

<b>Six:</b>	<b>As-built Drawings</b> As-built drawings will be prepared on a time and materials not to exceed basis as follows: Foothill Associates – 32 hours Bennett Engineering – 26 hours Fehr and Peers – 14 hours KRA – 16 hours Michael Kent Murphy – 2 hours Turley and Associates – 3 hours	<b>\$11,831</b>
<b>Seven:</b>	<b>Reimbursable Expenses</b> Expenses will be reimbursed to Foothill Associates as required in order to complete work including photocopies, plan or map printing, mailing, compact disks, and color printing for the tasks described above. Foothill Associates and other consultants are providing all reimbursables on a time and materials basis.	<b>\$1,250</b>
<b>TOTAL:</b>		<b>\$34,621</b>

**Assumptions:**

- Any services additional to those specifically included herein such as the services to complete, revise, or gather base data; services of environmental scientists and/or others not specifically described herein shall be provided as extra service on the basis of time and expenses or at an agreed upon additional fixed fee amount.
- Should Foothill Associates be required to cease work on this project at the request of the City of Auburn for more than 45 days, we reserve the right to renegotiate our fees for the remaining work.
- The preceding fee estimate assumes that reimbursable expenses necessary for the performance of the services listed in the attached scope of work will be paid for in addition to the amount shown. The amount included in the price shown above is our best estimate at the time of scope preparation and is only an estimate.



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## TERMS AND CONDITIONS

This document constitutes an agreement for environmental consulting services to be provided by Whitney Environmental Consulting, Inc., dba Foothill Associates (FOOTHILL) on behalf of City of Auburn (CLIENT).

### Services/Expenses:

Services to be provided by FOOTHILL under this agreement are described in the attached scope of work. Consulting Services shall be performed on a Not To Exceed basis. CLIENT also agrees to pay reimbursable expenses necessary for the performance of the services listed in the attached scope of work. Additional services beyond those outlined in the attached scope of work may be provided if confirmed in writing.

Landscape Architect agrees to provide its professional services in accordance with generally accepted professional standards. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws, and regulations in effect as of the date of this agreement. Landscape Architects are licensed by the State of California and/or the State of Nevada.

### Billings/Payments:

Invoices for FOOTHILL'S services and expenses shall be submitted, at FOOTHILL'S option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, FOOTHILL may, without waiving any claim or right against CLIENT, and without liability whatsoever to CLIENT, terminate the performance of the service.

### Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, CLIENT shall pay all costs of collection.

### Delay, Changes in Scope:

In the event that CLIENT requests a work stoppage of more than 45 days, FOOTHILL reserves the right to renegotiate our fees for the remaining work. Any required services additional to those specifically included herein shall be provided as an extra service on a time and material basis or at an agreed additional fixed fee amount. If the Scope of Work is significantly different from what is described herein, FOOTHILL reserves the right to renegotiate the fee for services based on a revised Scope of Work. Requests for additional consulting services by CLIENT from FOOTHILL beyond the Scope of Work will be billed on a time and materials basis.

### Contract Assumptions, Adequacy of Base Data, Project Changes:

FOOTHILL assumes that any base data or engineering drawings provided by CLIENT in support of this Scope of Work are complete, accurate, and are adequate for use by FOOTHILL in completing the work described in this Scope of Work. If this is not the case, FOOTHILL, at CLIENTS expense, or CLIENT, will develop adequate supporting data.

**Access to Project Site and Materials:**

CLIENT agrees to comply with all requests made by FOOTHILL for information held by CLIENT reasonably necessary for the performance of FOOTHILL'S duties under this Agreement. FOOTHILL will have access to the project site for activities necessary for the performance of the services described in this Agreement. FOOTHILL will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

**Ownership of Documents:**

All instruments of professional services prepared by FOOTHILL including, but not limited to, drawings and specifications are the property of FOOTHILL, and these documents shall not be reused without FOOTHILL's written permission. FOOTHILL retains all rights, including copyright, of its documents. CLIENT or others are not permitted to use FOOTHILL's documents to complete this project unless FOOTHILL is found to have materially breached this agreement. FOOTHILL reserves the right to include representations of the project in its promotional and professional materials.

**Dispute Resolution:**

Any claims or disputes made during performance of the services between CLIENT and FOOTHILL shall be submitted to non-binding mediation. CLIENT and FOOTHILL agree to include a similar mediation agreement with all contractors, sub contractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Limitation of Liability:**

CLIENT agrees that FOOTHILL'S total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of services for which invoices have been issued and payments have been received. Such causes include, but are not limited to, FOOTHILL'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Termination of Services:**

This agreement may be terminated by CLIENT at any time, upon written notice, prior to the completion of the terms of this agreement. In the event of termination, CLIENT shall pay FOOTHILL for reimbursable expenses and services rendered to the date of termination.

**Board of Landscape Architects:**

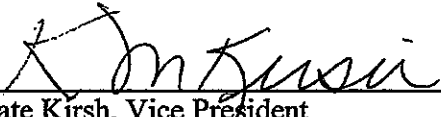
The California or Nevada Board of Landscape Architects regulates Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at:

California Board of Landscape Architects  
2420 Del Paso Road, Suite 105  
Sacramento, CA 95834  
Telephone: (916) 757-7230

Nevada Board of Landscape Architects  
P.O. Box 17039  
Reno, NV 89511  
Telephone: (775) 530-4602

This agreement shall be interpreted in accordance with the laws of the State of California.

**Offered by:**

  
\_\_\_\_\_  
Kate Kirsh, Vice President  
For Whitney Environmental Consulting, Inc.

10/29/09  
\_\_\_\_\_  
Date

**Accepted by:**

\_\_\_\_\_  
Robert Richardson  
For City of Auburn

\_\_\_\_\_  
Date

**For Landscape Architect Services:**

Kathleen M. C. Kirsh  
California Landscape Architect License Number: 4362

Meredith M. Branstad  
Nevada Landscape Architect License Number: 803

1 RESOLUTION NO. 09-  
2 RESOLUTION AUTHORIZING ADDENDUMS NO. 7 TO THE CONSULTANT  
3 CONTRACT WITH FOOTHILL ASSOCIATES FOR CONSTRUCTION DOCUMENTS  
4 FOR STREETSCAPE PROJECT PHASE 1  
5 -----

6 THE AUBURN URBAN DEVELOPMENT AUTHORITY DOES HEREBY RESOLVE:

7 That the Auburn Urban Development Authority does hereby authorize the  
8 Executive Director to execute Addendums No. 7 to the consultant agreement  
9 with Foothill Associates for the construction review and administrative services  
10 for the Auburn Urban Development Authority's Streetscape Project Phase 1 as  
11 described in Exhibit A.

12 DATED: November 23, 2009

13  
14 J.M. Holmes, Chairman

15 ATTEST:

16  
17 Joseph G. R. Labrie, Secretary

18  
19 I, Joseph G. R. Labrie, Secretary of the Auburn Urban Development  
20 Authority, hereby certify that the foregoing resolution was duly passed at a  
21 regular session meeting of the Auburn Urban Development Authority held on  
the 23<sup>rd</sup> day of November 2009 by the following vote on roll call:

22 Ayes:

23 Noes:

24 Absent:

25 Joseph G. R. Labrie, City Clerk  
26  
27  
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